

# **EXHIBIT 4**

**AMERICAN ARBITRATION ASSOCIATION  
Commercial Tribunal**

AIDS HEALTHCARE FOUNDATION,	)	
	)	
Claimant,	)	AAA Case No. 01-19-0004-0127
	)	
v.	)	
	)	<b>FINAL AWARD</b>
CVS CAREMARK, a subsidiary of CVS	)	
HEALTH CORPORATION,	)	
	)	
Respondents.	)	
	)	

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated February 1, 2007, and having been duly sworn, having duly heard the proofs and allegations of the Parties, and having issued an Interim Award dated August 3, 2021 do hereby issue this FINAL AWARD as follows:

This matter came on for hearing before William “Zak” Taylor, arbitrator with testimony beginning April 12, 2021 and ending on April 23, 2021. Appearing for Claimants were Andrew F. Kim and Rebecca J. Riley of Kim Riley Law and Tom Myers of Aids Healthcare Foundation. Appearing for Respondents were Kevin P. Shea, Jonathan M. Lively, Elizabeth Z. Meraz and Aon S. Hussain of Nixon Peabody, LLP. The quality of the lawyering on both sides was high. The hearing was transcribed by a court reporter.

Nine witnesses testified at the hearing and over 690 exhibits were entered into evidence. The hearing lasted five days. After the testimony phase, the parties engaged in two rounds of simultaneous briefing. After a thorough review of the transcript, the testimony, the exhibits and

the briefing, the Arbitrator makes the following determinations of fact, mixed fact and law; and issues this Interim Final Award.

### **BACKGROUND**

This is a breach of contract action whereby Claimant seeks recovery of damages, a declaration of non-enforcement and prohibition of the application of Respondents' Provider Network Performance program (hereinafter "PNP") going forward, and attorneys' fees and costs with respect to this proceeding. Respondent seeks denial of Claimant's claims and recovery of attorney's fees and costs. Per the contract at issue, Arizona law provides the substantive law for the claims made.

### **ISSUES TO BE DETERMINED**

The issues to be determined are as follows:

1. Did Respondent breach the contract with its application of the PNP resulting in Aids Healthcare Foundation (hereinafter "AHF") being paid less than the contract required?
2. Did Respondent breach the contract by violating the covenant of good faith and fair dealing by implementing the PNP?
3. Was the imposition of the PNP procedurally unconscionable?
4. Are the terms of the PNP substantively unconscionable?
5. Is the PNP an unenforceable contract of adhesion?
6. Should the PNP be enjoined going forward?
7. What, if any, damages has AHF sustained?
8. Who, Claimant or Respondent, is the prevailing party? (The attorneys' fees and costs portion of this proceeding is deferred to determination through a subsequent process.)

### **STIPULATED FACTS**

The parties entered into an extensive stipulation of facts as follows:

**I. The Parties**

***a. AIDS Healthcare Foundation***

1. Established in 1987, AHF is a California not-for-profit, tax exempt, 501(c)(3) corporation.
2. AHF owns and operates retail pharmacies that serve HIV/AIDS patients, including patients enrolled in the Medicare Part D prescription drug program.
3. Each AHF-affiliated pharmacy has a unique national identification number, as assigned by the National Council for Prescription Drug Programs (“NCPDP”). Each individual AHF-affiliated pharmacy uses its own unique NCPDP number when submitting claims to Caremark for reimbursement.
4. Exhibit A attached hereto identifies the AHF-affiliated pharmacies.

***b. Caremark***

5. CVS Caremark is not a legal entity but rather, a trade name.
6. Caremark, L.L.C. and CaremarkPCS, L.L.C. (collectively, “Caremark”) contract with prescription drug plan sponsors to provide pharmacy benefit management services to the plan’s members. In turn, Caremark separately contracts with pharmacies across the country for the ability to provide pharmacy services to those members.
7. Caremark is a pharmacy benefit manager (“PBM”). In this role, Caremark manages the prescription drug benefits of its clients, which generally consist of insurers, third party administrators, business coalitions, employer sponsors of group health plans, and relevant to these proceedings, government prescription drug plan sponsors.

8. Caremark offers many services to its clients, including the administration and maintenance of nation-wide pharmacy networks (collectively, the “Networks”) to provide pharmacy access to its clients’ members. These Networks differ based on a variety of factors, including the type of prescription benefit plan being administered by Caremark. For example, commercial plan networks, not relevant to this matter, differ from government-sponsored plan networks (*i.e.*, Medicare). Caremark has over 68,000 pharmacies enrolled in its various networks, including AHF-affiliated pharmacies.

## **II. The Parties’ Relationship**

### ***a. General Background***

9. Pursuant to the various contract documents, pharmacies, generally referred to as “Providers,” agree to provide pharmacy services in accordance with the terms of those agreements.

10. When a customer fills a prescription at a Caremark network pharmacy (*e.g.*, an AHF-affiliated pharmacy), the pharmacy submits a reimbursement claim to the customer’s prescriptions insurance plan via Caremark, and Caremark adjudicates that claim electronically on behalf of its client – the plan sponsor.

11. This adjudication process, among other things, confirms that the prescribed product is covered by the customer’s health plan, and advises the pharmacy the reimbursement rate at the point of service for the drug along with the amount of co-pay that the pharmacy should collect from the customer based on its plan coverage.

### ***b. The Provider Agreements and Agency Addenda***

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<sup>1</sup> In some cases, the applicable provider agreement was executed by a pharmacy and an entity acquired or otherwise

12. Beginning in 2007 and prior to November of 2019, each AHF-affiliated pharmacy independently entered into a separate contract with Caremark<sup>1</sup> to participate in Caremark's Networks, titled a "Provider Agreement."

13. During that time period, AHF-affiliated pharmacies utilized a pharmacy services administrative organization ("PSAO") called Leader Drug Stores, Inc. ("LeaderNet").

14. AHF-affiliated pharmacies submitted, through LeaderNet, applications and other documentation demonstrating each pharmacy's ownership, credentialing, and proper licensing.

15. Caremark approved AHF-affiliated pharmacies to participate in the Networks as "Providers" after they executed a Provider Agreement with Caremark.

16. LeaderNet, among other things, managed payments between Caremark and LeaderNet's affiliated pharmacies.

17. Sometime prior to November 4, 2019, the AHF-affiliated pharmacies terminated their relationships with LeaderNet and began contracting directly with Caremark on their own behalf.

18. On or about November 4, 2019, the AHF pharmacies became a pharmacy chain in Caremark's Networks, and Caremark and AHF executed four provider chain agreements (the "Chain Provider Agreements"). Exhibit J-4 (Caremark000909-22); Exhibit J-5 (Caremark000923-34); Exhibit J-6 (Caremark000935-38); Exhibit J-7 (Caremark000939-50).

19. The contract documents between AHF and Caremark include the following documents:

- a. The Provider Agreements (prior to November 4, 2019);
- b. The Chain Provider Agreements (after November 4, 2019);

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<sup>1</sup> merged with what is now Caremark.

- c. The CVS Caremark Provider Manuals and any amendments to them in effect during the contracting periods;
  - d. The Caremark Documents, defined in the Provider Manuals as: “[T]he Provider Agreement, schedules thereto, addenda, the Provider Manual and all attachments thereto including [the] Glossary of Terms, Federal Laws and Regulations, State Laws and Regulations, information transmitted by Caremark to Provider through the claims adjudication system, and information transmitted by Caremark to Provider specifically designated by Caremark as a ‘Caremark Document’ which may include educational materials related to products, programs, services, and Plan Sponsor announcements[;]” and
  - e. Caremark Network Enrollment Forms (“NEFs”).
20. The Chain Provider Agreements provide, among other things, as follows:
- Provider agrees that it will participate in all Caremark and Plan Sponsor pharmacy networks in which: (1) Provider participates in as of the date of this Agreement; (2) Provider and Caremark have executed a network addendum or network enrollment form as of the date of this agreement (3) provider and Caremark subsequently execute a network addendum or network enrollment form; and (4) Provider agrees to participate as evidenced by its provision of the Pharmacy services to an Eligible Person of a Plan Sponsor utilizing such pharmacy network(s). *See e.g.*, Exhibit J-6
21. The Provider Manuals also provide, among other things, as follows:
- Provider must support all Caremark performance initiatives, such as but not limited to, performance network programs (which may include adherence and drug therapy gap alerts)....” *See e.g.*, Exhibit J-13.
22. The Provider Manuals also provide, among other things, as follows: “Provider must support all clinical programs and services....” *See e.g.*, Exhibit J-13.

23. The 2018 Provider Manual also provides, among other things, as follows:

From time to time, and notwithstanding any other provision in the Provider Agreement (which includes the Provider Manual), Caremark may amend the Provider Agreement, including the Provider Manual or other Caremark Documents, by giving notice to Provider of the terms of the amendment and specifying the date the amendment becomes effective. If Provider submits claims to Caremark after the effective date of any notice or amendment, the terms of the notice or amendment is accepted by Provider and is considered part of the Provider Agreement.

Exhibit J-13.

24. The 2018 Provider Manual and the 2018 Provider Manual Amendments provide, among other things, as follows:

In the event Provider breaches the Provider Agreement, which includes the Provider Manual, addenda and other Caremark Documents, Caremark may terminate the Provider Agreement (or Provider's participation in specific Plans or networks) and may exercise other remedies available to Caremark as may be set forth herein or otherwise available at Law or equity.

Exhibit J-13; Exhibit J-14.

25. The Provider Agreements provide, among other things, as follows:

Unless otherwise set forth in a network addendum or network enrollment form signed by both parties, claims submitted for a Plan Sponsor participating in an Caremark or Plan Sponsor network will be reimbursed at the lower of: (i) AWP less the applicable AWP Discount plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (ii) MAC plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iii) ingredient cost submitted by Provider plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iv) Provider's U&C price less the applicable Patient Pay Amount; or (v) gross amount due less the applicable Patient Pay Amount. The applicable AWP Discount and Dispensing Fee will be set forth in the applicable network addendum or network enrollment form. If Provider has not executed and delivered to Caremark a network addendum or network enrollment form, the applicable AWP Discount and Dispensing Fee will be the reimbursement rate as indicated in the adjudication claims system as to such claim. AWP



Discounts and Dispensing Fees may be amended in accordance with the terms of the Agreement.

Notwithstanding any other provision in the Provider Agreement, claims (excluding compounded medications) submitted for a Plan Sponsor participating in a Caremark or Plan Sponsor network may be reimbursed at the lower of: (i) Price Type plus an applicable percentage of the Price Type, or minus the applicable percentage of the Price Type, plus the applicable Dispensing Fee less the applicable Patient Pay Amount (or if applicable Price Type is unavailable for a given drug, Caremark will pay Provider based upon AWP minus the applicable AWP Discount plus the applicable Dispensing Fee minus the applicable Patient Pay Amount); (ii) MAC plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iii) ingredient cost submitted by Provider plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iv) Provider's U&C price less the applicable Patient Pay Amount; or (v) Provider's submitted Gross Amount Due less the applicable Patient Pay Amount.

See e.g., Exhibit J-6.

### **III. The Networks and Network Enrollment Forms**

26. At all relevant times, Caremark operated various Medicare Part D pharmacy networks on behalf of its Medicare Part D plan sponsor clients.

27. AHF enrolled in, and submitted claims for reimbursement through, the following Medicare Part D Networks:

- a. **Retail Network 22:** AHF-affiliated pharmacies enrolled in Network 22. Exhibit J-596 (Caremark009193-94). The NEF provides, among other things, "Provider is hereby enrolled as a provider in the Caremark Medicare Part D Retail Network identified below, effective January 1, 2015, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 22			
*1-90 Days Supply			

*Id.* The NEF further provides, among other things:

- Provider will be charged a network rebate to the Plan Sponsor equal to [REDACTED] of the ingredient cost paid, excluding claims paid at Usual and Customary.

*Id.*

- b. **Retail Network 23:** AHF-affiliated pharmacies enrolled in Network 23. Exhibit J-626 (Caremark004268). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Caremark Medicare Part D Retail Network 23 effective January 1, 2015, as indicated in the table below, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 23			
*1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network rebate to the Plan Sponsor equal to [REDACTED] of the ingredient cost paid, excluding claims paid at Usual and Customary.

*Id.*

- c. **Retail Network 32:** AHF-affiliated pharmacies enrolled in Network 32. Exhibit J-619 (Caremark004379). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Network(s) indicated below” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, of the Caremark Provider Agreement, Provider agrees to the following reimbursement, and other unique requirements, if any, as indicated below:”

Network Name	Non-Extended Days Supply			Extended Days Supply (EDS)*		
	AWP Discount			AWP Discount		
	Brand	Generic	Disp Fee	Brand	Generic	Disp Fee
Medicare Part D Preferred Retail Network 32 Effective 1/1/2014						
*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)						

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network rebate to the Plan Sponsor in an amount equal to [REDACTED] of the ingredient cost for each Non-Extended Days Supply drug claim paid and in an amount equal to [REDACTED] of the ingredient cost for each Extended Days Supply drug claim paid, excluding claims paid at Usual and Customary.

*Id.*

- d. **Retail Network 34:** AHF-affiliated pharmacies enrolled in Network 34 Preferred. Exhibit J-627 (Caremark004270). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Caremark Medicare Part D Retail Network 34 effective January 1, 2015, as indicated in the table below, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 34			
*1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network rebate to the Plan Sponsor equal to [REDACTED] of the ingredient cost paid for brands and [REDACTED] of the ingredient cost paid for generics, excluding claims paid at Usual and Customary.

*Id.*

- e. **Retail Network Form 35:** AHF-affiliated pharmacies enrolled in Network 35 Preferred. Exhibit J-628 (Caremark004271-72). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Caremark Medicare Part D Retail and Extended Days’ Supply (EDS) Network 35 effective January 1, 2015, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

Network Name	Non-Extended Days Supply		Extended Days Supply (EDS)	
	AWP Discount		AWP Discount	
	Brand	Generic	Brand	Generic
Disp Fee		Disp Fee		
Medicare Part D Retail and EDS Network 35				
*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)				

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network rebate to the Plan Sponsor equal to [REDACTED] of the ingredient cost paid for non-extended days supply and [REDACTED] for extended days supply, excluding claims paid at Usual and Customary.

*Id.*

#### **IV. The Program and Network Enrollment Forms**

28. Beginning on January 1, 2016, select Caremark Medicare Part D pharmacy networks became part of Caremark's Performance Network Program ("PNP").

29. As relevant to this matter, starting in 2015 and prior to January 1, 2016, Caremark reimbursed pharmacies with a point-of-sale rate (e.g., AWP<sup>2</sup> – 16%) coupled with a set network fee (e.g., 3%), which was assessed at the point of sale. Starting on January 1, 2016, instead of assessing a flat network fee, pharmacies were assessed a variable network fee range (e.g., 3-5%) depending on performance in the performance metrics, with the higher performing pharmacies paying the lower fee and vice-versa. Caremark assesses these performance fees after the point of sale on a trimester basis.

30. Thus, for each reimbursement claim submitted by a pharmacy after January 1, 2016, Caremark reimburses the pharmacy at the AWP rate indicated on the NEF at the point of sale. Subsequently, per the terms of the NEFs pertaining to the PNP, Caremark assesses the pharmacy a variable rate fee as determined by its performance in the PNP. Caremark determines these variable rate fees after the point of sale on a trimester basis.

31. Specifically, Caremark calculates participating pharmacies' scores per the PNP's criteria and uses those scores to determine the applicable variable rate fee, called Performance Network Rebate fees ("PNP Fees"). Caremark provides those participating pharmacies with

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<sup>2</sup> AWP rate refers to the Average Wholesale Price minus the percentage dictated by the NEF. For example, AWP minus 15% means that on a drug with an average wholesale price of \$100, the pharmacy receives \$85 for this component of its reimbursement.

“Trimester Reports” three times a year, for the periods January through April, May through August, and September through December. Caremark then recoups the PNP Fees from participating pharmacies.

32. The Trimester Reports include information on the pharmacy’s (or chain’s) scores for each performance criteria and set forth the amount of PNP Fees that Caremark will collect from that pharmacy for applicable claims during that trimester.

33. Prior to AHF’s execution of the Chain Provider Agreements in 2019, Caremark scored each AHF related pharmacy individually.

34. Generally, Caremark has utilized the following criteria, among others, to measure pharmacy performance: Renin Angiotensin System (RAS) Antagonists Adherence, Statin Adherence, Diabetes Adherence, Specialty Adherence, GAP Therapy (Statin Use in Persons with Diabetes), Comprehensive Medication Review (CMR), Completion Rate (MTM), and Formulary Compliance.

35. Beginning on January 1, 2018, the PNP incorporated a specialty adherence component in the overall performance score. This component comes into play if [REDACTED] [REDACTED] for the PNP in any given trimester.

36. AHF-affiliated pharmacies enrolled in the following PNP networks:

- a. **Retail Network 24:** AHF-affiliated pharmacies enrolled in Network 24. Exhibit J-597 (Caremark009243-45). The NEF provides, among other things, “Provider is hereby enrolled as a provider in the Medicare Part D Retail Network 24, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 24 (Network Performance Program)			
*1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network rebate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. Provider's performance score is measured annually in 4 month measurement periods starting January, 2016. Within 30 days after the end of a measurement period, Caremark will evaluate Provider's performance and determine the associated network rebate amount for that period. Network rebates are deducted from Caremark's pharmacy payments to Provider as a lump sum deduction divided proportionately over the sixteen (16) weeks following each measurement period.

*Id.*

- b. **Retail Network 25:** AHF-affiliated pharmacies enrolled in Network 25. Exhibit J-604 (Caremark009254-56); Exhibit J-605 (Caremark009246-53). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail Network 25 ('Network'), effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" Exhibit J-604 (Caremark009254-56); Exhibit J-605 (Caremark009246-53). The NEF further provide, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 25 Network Performance Program 1-90 Days Supply	[REDACTED]		[REDACTED]

Exhibit J-604 (Caremark009254-56); Exhibit J-605 (Caremark009246-53). The NEF further provide, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

Exhibit J-604 (Caremark009254-56); J-605 (Caremark009246-53).

- c. **Retail Network 36:** AHF-affiliated pharmacies enrolled in Network 36. Exhibit J-598 (Caremark009257-59). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail Network 36, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is

applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 36 (Network Performance Program)			
*1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network rebate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. Provider's performance score is measured annually in 4 month measurement periods starting January, 2016. Within 30 days after the end of a measurement period, Caremark will evaluate Provider's performance and determine the associated network rebate amount for that period. Network rebates are deducted from Caremark's pharmacy payments to Provider as a lump sum deduction divided proportionately over the sixteen (16) weeks following each measurement period.

*Id.*

- d. **Retail Network 37:** AHF-affiliated pharmacies enrolled in Network 37 Preferred. Exhibit J-629 (Caremark004273-75); Exhibit J-599 (Caremark009260-62). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the CVS/Caremark Medicare Part D Retail Network 37, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" Exhibit J-629 (Caremark004273-75); Exhibit J-599 (Caremark009260-62). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Disp Fee
	Brand	Generic	
Medicare Part D Retail 37 (Network Performance Program) Preferred			
*1-90 Days Supply			

Exhibit J-629 (Caremark004273-75); Exhibit J-599 (Caremark009260-62). The NEF further provides, among other things, that:

- Provider will be charged a network rebate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. Provider's performance score is measured annually in 4 month measurement periods starting January, 2016. Within 30 days after the end of a measurement period, Caremark will evaluate Provider's performance and determine the associated network rebate amount for that period. Network rebates are deducted from Caremark's pharmacy payments to Provider as a lump sum deduction divided proportionately over the sixteen (16) weeks following each measurement period.

Exhibit J-629 (Caremark004273-75); Exhibit J-599 (Caremark009260-62).

- e. **Retail Network 38:** AHF-affiliated pharmacies enrolled in Network 38. Exhibit J-600 (Caremark009263-65). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail and Extended Days'



Supply (EDS) Network 38, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

	Non-Extended Days Supply			Extended Days Supply (EDS)*		
Network Name	AWP Discount		Disp Fee	AWP Discount		Disp Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail and EDS Network 38(Network Performance Program)						
*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)						

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network rebate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. Provider's performance score is measured annually in 4 month measurement periods starting January, 2016. Within 30 days after the end of a measurement period, Caremark will evaluate Provider's performance and determine the associated network rebate amount for that period. Network rebates are deducted from Caremark's pharmacy payments to Provider as a lump sum deduction divided proportionately over the sixteen (16) weeks following each measurement period.

*Id.*

- g. **Retail Network 39:** AHF-affiliated pharmacies enrolled in Network 39 Preferred. Exhibit J-630 (Caremark004276-77); Exhibit J-601 (Caremark009266-68). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the CVS/Caremark Medicare Part D Retail and Extended Days’ Supply (EDS) Network 39, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein” Exhibit J-631 (Caremark004276-77); Exhibit J-602 (Caremark009266-68). The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:”

	Non-Extended Days Supply			Extended Days Supply (EDS)*		
Network Name	AWP Discount		Disp Fee	AWP Discount		Disp Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail and EDS Network 39 (Network Performance Program) Preferred						
*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)						

Exhibit J-630 (Caremark004276-77); Exhibit J-601 (Caremark009266-68). The NEF further provides, among other things, that:



- Provider will be charged a network rebate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. Provider's performance score is measured annually in 4 month measurement periods starting January, 2018. Within 30 days after the end of a measurement period, Caremark will evaluate Provider's performance and determine the associated network rebate amount for that period. Network rebates are deducted from Caremark's pharmacy payments to Provider as a lump sum deduction divided proportionately over the sixteen (16) weeks following each measurement period.

Exhibit J-630 (Caremark004276-77); Exhibit J-601 (Caremark009266-68).

- h. Retail Network 40:* AHF-affiliated pharmacies enrolled in Network 40 Preferred. J-631, Caremark004280-82. The NEFs provide, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 40, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 40 Performance Network Program - Preferred 1-90 Days Supply	[REDACTED]		[REDACTED]

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid or [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- i. Retail Network 41:* AHF-affiliated pharmacies enrolled in Network 40 Preferred. Exhibit J-632 (Caremark004283-85). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 41, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 41 Performance Network Program - Preferred 1-90 Days Supply	[REDACTED]		[REDACTED]

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid or [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- k. **Retail Network 50:** AHF-affiliated pharmacies enrolled in Network 50. Exhibit J-606 (Caremark009230-32); Exhibit J-607 (Caremark009221-29). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail and Extended Days' Supply Network 50, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" Exhibit J-606 (Caremark009230-32); Exhibit J-607 (Caremark009221-29). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 50 Network Performance Program			
Medicare Part D Extended Days Supply Network 50 Network Performance Program			
* For participation in the Medicare Part D Extended Days Supply (EDS) Network Provider is also required to participate in the corresponding Retail Network (e.g., Medicare Part D Retail Network 50 and Medicare Part D EDS Network 50) * EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)			

Exhibit J-606 (Caremark009230-32); Exhibit J-607 (Caremark009221-29). The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

Exhibit J-606 (Caremark009230-32); Exhibit J-607 (Caremark009221-29).

- l. **Retail Network 51:** AHF-affiliated pharmacies enrolled in Network 51. Exhibit J-608 (Caremark009212-14); Exhibit J-609 (Caremark009203-11). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail and Extended Days' Supply Network 51 ('Network'), effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein" Exhibit J-608 (Caremark009212-14); Exhibit J-609 (Caremark009203-11). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 51 Network Performance Program			
Medicare Part D Extended Days Supply Network 51 Network Performance Program			
* For participation in the Medicare Part D Extended Days Supply (EDS) Network Provider is also required to participate in the corresponding Retail Network (e.g., Medicare Part D Retail Network 51 and Medicare Part D EDS Network 51) * EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)			

Exhibit J-608 (Caremark009212-14); Exhibit J-609 (Caremark009203-11). The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

Exhibit J-608 (Caremark009212-14); Exhibit J-609 (Caremark009203-11).

- m. **Retail Network 55:** AHF-affiliated pharmacies enrolled in Network 55 Preferred. Exhibit J-633 (Caremark004290-92). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 55, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

	Non-Extended Days Supply			Extended Days Supply (EDS)*		
Network Name	AWP Discount		Dispensing Fee	AWP Discount		Dispensing Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail Network 55 Performance Network Program - Preferred						
*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (i.e., greater than a one-month supply)						

\*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] of the total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- n. **Retail Network 56:** AHF-affiliated pharmacies enrolled in Network 56 Preferred. Exhibit J-634 (Caremark004293-95). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 56, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is

applicable, the AWP Discount for brands and generics and Dispensing Fee are as follows:"

Network Name	Non-Extended Days Supply			Extended Days Supply (EDS)*		
	AWP Discount		Dispensing Fee	AWP Discount		Dispensing Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail Network 56 Performance Network Program - Preferred						

\*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] of the total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- o. **Retail Network 41:** AHF-affiliated pharmacies enrolled in Network 41 Preferred. Exhibit J-624 (Caremark0004387-89). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 41, effective January 1, 2019, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 41 Performance Network Program - Preferred			

1-90 Days Supply

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid or [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- p. **Retail Network 70:** AHF-affiliated pharmacies enrolled in Network 70. Exhibit J-610 (Caremark009277-84). The NEF provides, among other things, that

“Provider is hereby enrolled as a provider in the Medicare Part D Retail Network 70, effective January 1, 2019, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 70 Network Performance Program			
1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- q. **Retail Network 75:** AHF-affiliated pharmacies enrolled in Network 75. Exhibit J-625 (Caremark004391-99). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 75 – Performance Network Program			

\* In the event changes are made to the Medicare Part D rules that impact this Medicare Part D Retail Network 75 Performance Network Program, and Caremark determines in its sole discretion that such changes make the continuation of the Program infeasible, Caremark reserves the right to discontinue the Program and, unless otherwise notified, the AWP Brand Discount above [REDACTED] will no longer apply and the new AWP Brand Discount will be [REDACTED], and the network variable rate, the associated Retail Performance Network Program Information, the attached Specialty Drug Reimbursement Addendum (SDRA) will all no longer apply, and a replacement SDRA will be issued.

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

*Id.*

37. The following NEFs related to the Program went into effect after AHF became a pharmacy chain:

- a. **Retail Network 25:** AHF-affiliated pharmacies enrolled in Network 25. Exhibit J-637 (Caremark008906-07). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 25 as indicated in the table below, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 25 Network Performance Program			
1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- b. **Retail Network 36:** AHF-affiliated pharmacies enrolled in Network 36. Exhibit J-638 (Caremark008908). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the CVS/Caremark Medicare Part D Retail Network 36, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 36 (Network Performance Program)			
1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:



- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- c. **Retail Network 38:** AHF-affiliated pharmacies enrolled in Network 38. Exhibit J-639 (Caremark008909). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the CVS/Caremark Medicare Part D Retail and Extended Days' Supply (EDS) Network 38, effective January 1, 2016, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

	Non-Extended Days Supply			Extended Days Supply (EDS)		
Network Name	AWP Discount		Disp Fee	AWP Discount		Disp Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail and EDS Network 38 (Network Performance Program)						
* EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)						

\*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] of the ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- d. **Retail Network 50:** AHF-affiliated pharmacies enrolled in Network 50. Exhibit J-640 (Caremark008910-11). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the CVS/Caremark Medicare Part D Retail and Extended Days' Supply (EDS) Network 50, effective January 1, 2018, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 50 Network Performance Program			
Medicare Part D Extended Days Supply Network 50 Network Performance Program			

\* For participation in the Medicare Part D Extended Days Supply (EDS) Network Provider is also required to participate in the corresponding Retail Network (e.g., Medicare Part D Retail Network 50 and Medicare Part D EDS Network 50)

\* EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)

\* For participation in the Medicare Part D Extended Days Supply (EDS) Network Provider is also required to participate in the corresponding Retail Network (e.g., Medicare Part D Retail Network 50 and Medicare Part D EDS Network 50)

\*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)

*Id.* The NEF further provides, among other things, that:

Network Name	Non-Extended Days Supply			Extended Days Supply (EDS)*		
	AWP Discount		Dispensing Fee	AWP Discount		Dispensing Fee
	Brand	Generic		Brand	Generic	
Medicare Part D Retail Network 52 Performance Network Program						

\*EDS is for days supply as required by select Medicare Part D Plan Sponsors' plan designs (e.g., greater than a one-month supply)



*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] of the total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

*Id.*

- g. **Retail Network 70:** AHF-affiliated pharmacies enrolled in Network 70. Exhibit J-636 (Caremark008914-16). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network 70, effective January 1, 2019, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 70 Network Performance Program	[REDACTED]		
1-90 Days Supply	[REDACTED]		

*Id.* The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period.

*Id.*

- h. **Retail Network 71:** AHF-affiliated pharmacies enrolled in Network 71. Exhibit J-649 (Caremark008943-50); Exhibit J-612 (Caremark009285-92). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." Exhibit J-649 (Caremark008943-50); Exhibit J-612 (Caremark009285-92). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 71 – Performance Network Program	[REDACTED]		
1-90 Days Supply	[REDACTED]		

Exhibit J-649 (Caremark008943-50); Exhibit J-612 (Caremark009285-92). The NEFs further provide that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

Exhibit J-649 (Caremark008943-50); Exhibit J-612 (Caremark009285-92).

- i. **Retail Network 72:** AHF-affiliated pharmacies enrolled in Network 72. Exhibit J-635 (Caremark0004531-39); Exhibit J-650 (Caremark008951-58); Exhibit J-613 (Caremark009293-300). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein Exhibit J-635 (Caremark0004531-39); Exhibit J-650 (Caremark008951-58); Exhibit J-613 (Caremark009293-300). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 72 – Performance Network Program	[REDACTED]	[REDACTED]	[REDACTED]
1-90 Days Supply			

\* In the event changes are made to the Medicare Part D rules that impact this Medicare Part D Retail Network 72 Performance Network Program, and Caremark determines in its sole discretion that such changes make the continuation of the Program infeasible, Caremark reserves the right to discontinue the Program and, unless otherwise notified, the AWP Brand Discount above [REDACTED] will no longer apply and the new AWP Brand Discount will be [REDACTED] and the network variable rate, the associated Retail Performance Network Program Information, the attached Specialty Drug Reimbursement Addendum (SDRA) will all no longer apply, and a replacement SDRA will be issued.

Exhibit J-635 (Caremark0004531-39); Exhibit J-650 (Caremark008951-58); Exhibit J-613 (Caremark009293-300). The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

Exhibit J-635 (Caremark0004531-39); Exhibit J-650 (Caremark008951-58); Exhibit J-613 (Caremark009293-300).

- j. **Retail Network 73:** AHF-affiliated pharmacies enrolled in Network 73. Exhibit J-644 (Caremark0004540-47). The NEF provides, among other things, that “[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” *Id.* The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
<b>Medicare Part D Retail Network 73 – Performance Network Program</b>			
1-90 Days Supply			

\* In the event changes are made to the Medicare Part D rules that impact this Medicare Part D Retail Network 73 Performance Network Program, and Caremark determines in its sole discretion that such changes make the continuation of the Program infeasible, Caremark reserves the right to discontinue the Program and, unless otherwise notified, the AWP Brand Discount above [REDACTED] will no longer apply and the new AWP Brand Discount will be [REDACTED] and the network variable rate, the associated Retail Performance Network Program Information, the attached Specialty Drug Reimbursement Addendum (SDRA) will all no longer apply, and a replacement SDRA will be issued.

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

*Id.*<sup>3</sup>

- k. **Retail Network 75:** AHF-affiliated pharmacies enrolled in Network 75. Exhibit J-651 (Caremark008959-66); Exhibit J-614 (Caremark009301-08). The NEFs provide, among other things, that “Provider is hereby enrolled as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein.” Exhibit J-651 (Caremark008959-66); Exhibit J-614 (Caremark009301-08). The NEF further provides, among other things, that “[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:”

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
<b>Medicare Part D Retail Network 75 – Performance Network Program</b>			
1-90 Days Supply			

\* In the event changes are made to the Medicare Part D rules that impact this Medicare Part D Retail Network 75 Performance Network Program, and Caremark determines in its sole discretion that such changes make the continuation of the Program infeasible, Caremark reserves the right to discontinue the Program and, unless otherwise notified, the AWP Brand Discount above [REDACTED] will no longer apply and the new AWP Brand Discount will be [REDACTED] and the network variable rate, the associated Retail Performance Network Program Information, the attached Specialty Drug Reimbursement Addendum (SDRA) will all no longer apply, and a replacement SDRA will be issued.

<sup>3</sup> See also Caremark0008917-18.

Exhibit J-651 (Caremark008959-66); Exhibit J-614 (Caremark009301-08). The NEF provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

Exhibit J-651 (Caremark008959-66); Exhibit J-614 (Caremark009301-08).

1. **Retail Network 76:** AHF-affiliated pharmacies enrolled in Network 76. Exhibit J-616 (Caremark009309-18). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 76 – Performance Network Program 1-90 Days Supply	[REDACTED]		[REDACTED]

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

*Id.*

- m. **Retail Network 77:** AHF-affiliated pharmacies enrolled in Network 77. Exhibit J-643 (Caremark0004548-57). The NEF provides, among other things, that "[t]he undersigned hereby enrolls as a provider in the Medicare Part D Retail Network stated below, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network 77 – Performance Network Program 1-90 Days Supply	[REDACTED]		[REDACTED]

The NEF further provides, among other things, that:

- Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid and [REDACTED] for each generic product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. The network variable rate amount and the annual performance payment will be calculated individually for each pharmacy.

*Id.*

- n. **AETNA2 Program:** AHF-affiliated pharmacies enrolled in the Aetna2 Program. Exhibit J-615 (Caremark009321-24). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Network Aetna 2, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." *Id.* The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network AETNA2 Network Performance Program	[REDACTED]		
Medicare Part D Retail Network AETNA2 Network Performance Program – Specialty Drug Listing*			
1-90 Days Supply			

*Id.* The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. No network variable rate will be charged for generic products.

*Id.*

- o. **AETNA3 Program:** AHF-affiliated pharmacies enrolled in the Aetna3 Program. Exhibit J-618 (Caremark009325-28); Exhibit J-617 (Caremark009329-32). The NEF provides, among other things, that "Provider is hereby enrolled as a provider in the Medicare Part D Network Aetna3, effective January 1, 2020, and agrees to accept the AWP Discount and Dispensing Fee and the other participation requirements as set forth herein." Exhibit J-618 (Caremark009325-28); Exhibit J-617 (Caremark009329-32). The NEF further provides, among other things, that "[f]or the purposes of Section 4.3 or Schedule A of the



Caremark Provider Agreement, whichever is applicable, the AWP Discount for brand and generics and Dispensing Fees are as follows:"

Network Name	AWP Discount		Dispensing Fee
	Brand	Generic	
Medicare Part D Retail Network AETNA3 Network Performance Program			
Medicare Part D Retail Network AETNA3 Network Performance Program – Specialty Drug Pricing List†			
1-90 day supply			

Exhibit J-618 (Caremark009325-28); Exhibit J-617 (Caremark009329-32). The NEF further provides, among other things, that:

- \* Provider will be charged a network variable rate to the Plan Sponsors that will range from [REDACTED] for each brand product total ingredient cost paid based on Provider's performance on the performance criteria outlined in Exhibit A during the measurement period. No network variable rate will be charged for generic products.

Exhibit J-618 (Caremark009325-28); Exhibit J-617 (Caremark009329-32).

#### V. AHF's Scoring Reports

38. Included as Exhibit B is a summary of AHF's PNP Fees from January 1, 2016 through November of 2019.

39. After November 2019, Caremark scored AHF-affiliated pharmacies in the aggregate. In other words, Caremark provides one Trimester Report for the entire chain instead of providing individual Trimester Reports.

40. The following table reflects AHF's PNP Fees after November 2019:

#### *AIDS Healthcare Foundation (Chain Code 7023)*

	Trimester 1	Trimester 2	Trimester 3
2019	N/A	N/A	\$1,535,453
2020	\$2,979,186	\$2,858,386	2,865,141

2019: Exhibit J-9 (Caremark004590-99)

2020: Exhibit J-10 (Caremark004568-78); Exhibit J-11 (Caremark004579-89); J-11A (Caremark009493-503)



## EXHIBIT A

	NCPDP	Name	PSAO	Documents Bates Stamp
1	0557984	AHF - Pharmacy Downtown	LeaderNet	Agency Addendum: Exhibit J-73 (Caremark002797-800) Provider Agreement: Exhibit J-72 (Caremark002801-05)
2	0558405	AHF-Pharmacy Hollywood	LeaderNet	Agency Addendum: Exhibit J-86 (Caremark009452-55) Provider Agreement: Exhibit J-85 (Caremark002810-14)
3	0561426	AHF-Healthcare Center - Westside	LeaderNet	Agency Addendum: Exhibit J-59 (Caremark002815-18) Provider Agreement: Exhibit J-60 (Caremark002819-23)
4	0561705	Hillcrest Pharmacy	ABDC <sup>4</sup>	Agency Addendum: Exhibit R-27 (Caremark002824); Exhibit R-28 (Caremark009473-76) Provider Agreement: Exhibit R-25 (Caremark002825); Exhibit R-26 (Caremark009456-72)
5	0569496	AHF Pharmacy – Valley	LeaderNet	Agency Addendum: Exhibit J-21 (Caremark009481-84) Provider Agreement: Exhibit J-20 (Caremark002827-31)
6	0581985	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-47 (Caremark002832-35) Provider Agreement: Exhibit J-46 (Caremark002836-40)
7	0904640	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-216 (Caremark002841-44) Provider Agreement: Exhibit J-215 (Caremark002845-49)
8	1010254	AHF Pharmacy Miami	LeaderNet	Agency Addendum: Exhibit J-99 (Caremark002850-53) Provider Agreement: Exhibit J-98 (Caremark002854-58)
9	1016509	AHF Pharmacy Orlando	LeaderNet	Agency Addendum: Exhibit J-112 (Caremark002859-62) Provider Agreement: Exhibit J-111 (Caremark002863-67)
10	1016701	AHF Pharmacy – Safety Harbor	LeaderNet	Agency Addendum: Exhibit J-125 (Caremark002868-72) Provider Agreement: Exhibit J-124 (Caremark002873-77)
11	1022792	AHF Pharmacy Wilton Manors	LeaderNet	Agency Addendum: Exhibit J-138 (Caremark002878-81) Provider Agreement: Exhibit J-137 (Caremark002882-86)
12	1036830	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-164 (Caremark002887-90) Provider Agreement: Exhibit J-163 (Caremark002891-95)
13	1046108	AHF Pharmacy – North Point	LeaderNet	Agency Addendum: Exhibit J-203 (Caremark002896-99) Provider Agreement: Exhibit J-202 (Caremark002900-04)
14	1047403	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-229 (Caremark002905-

<sup>4</sup> Hillcrest Pharmacy's use of ABDC as a PSAO predated that pharmacy's affiliation with AHF.



				08) Provider Agreement: Exhibit J-228 (Caremark002909-13)
15	1099577	AHF Healthcare Center - Jacksonville	LeaderNet	Agency Addendum: Exhibit J-34 (Caremark002914-17) Provider Agreement: Exhibit J-33 (Caremark002918-22)
16	1162522	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-320 (Caremark002923-26) Provider Agreement: Exhibit J-319 (Caremark002927-35)
17	1168396	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-495 (Caremark002936-39) Provider Agreement: Exhibit J-494 (Caremark002940-43)
18	1168447	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-507 (Caremark002944-47) Provider Agreement: Exhibit J-506 (Caremark002948-51)
19	1169007	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-530 (Caremark002952-55) Provider Agreement: Exhibit J-529 (Caremark002956-59)
20	1172129	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-583 (Caremark004560-63) Provider Agreement: Exhibit J-582 (Caremark004564-67)
21	1938274	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-464 (Caremark002960-64) Provider Agreement: Exhibit J-463 (Caremark002965-68)
22	2591851	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-588 (Caremark002969-72) Provider Agreement: Exhibit J-587 (Caremark002973-76)
23	2993928	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-482 (Caremark002977-81) Provider Agreement: Exhibit J-481 (Caremark002982-85)
24	3349859	City View Pharmacy	LeaderNet	Agency Addendum: Exhibit J-563 (Caremark002986-89) Provider Agreement: Exhibit J-562 (Caremark002990-3002)
25	3680762	AHF Pharmacy – Wilders City	LeaderNet	Agency Addendum: Exhibit J-360 (Caremark003003-06) Provider Agreement: Exhibit J-361 (Caremark003007-10)
26	3681930	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-438 (Caremark003011-15) Provider Agreement: Exhibit J-437 (Caremark003016-31)
27	4231914	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-399 (Caremark003040-



				44) Provider Agreement: Exhibit J-398 (Caremark003045-48)
28	4934837	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-335 (Caremark003049-52) Provider Agreement: Exhibit J-334 (Caremark003053-69)
29	4934849	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-348 (Caremark003070-73) Provider Agreement: Exhibit J-347 (Caremark003074-90)
30	5629108	AHF Pharmacy West Hollywood	LeaderNet	Agency Addendum: Exhibit J-151 (Caremark003091-94) Provider Agreement: Exhibit J-150 (Caremark003095-99)
31	5630517	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-190 (Caremark003100-03) Provider Agreement: Exhibit J-189 (Caremark003104-08)
32	5631812	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-177 (Caremark003109-12) Provider Agreement: Exhibit J-176 (Caremark003113-17)
33	5640722	AHF Pharmacy Long Beach	LeaderNet	Agency Addendum: Exhibit J-242 (Caremark003118-21) Provider Agreement: Exhibit J-241 (Caremark003122-25)
34	5645025	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-281 (Caremark003126-29) Provider Agreement: Exhibit J-280 (Caremark003130-34)
35	5645049	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-373 (Caremark009489-92)
36	5655658	Hillcrest Pharmacy North	ABDC <sup>5</sup>	Agency Addendum: J-477 (Caremark003143) Provider Agreement: Exhibit J-476 (Caremark003144-47)
37	05705910	AHF Pharmacy – Sunrise	LeaderNet	Agency Addendum: Exhibit J-268 (Caremark003148-51) Provider Agreement: Exhibit J-267 (Caremark003152-55)
38	5706784	AHF Pharmacy – South Beach	LeaderNet	Agency Addendum: Exhibit J-255 (Caremark003156-60) Provider Agreement: Exhibit J-254 (Caremark003161-64)
39	5710822	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-294 (Caremark003165-68) Provider Agreement: Exhibit J-293 (Caremark003169-77)

<sup>5</sup> Hillcrest Pharmacy's use of ABCD as a PSAO predated that pharmacy's affiliation with AHF.



40	5716026	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-412 (Caremark003178-82) Provider Agreement: Exhibit J-411 (Caremark003183-86)
41	5735709	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-549 (Caremark003187-90) Provider Agreement: Exhibit J-548 (Caremark003191-94)
42	5736775	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-556 (Caremark003195-98) Provider Agreement: Exhibit J-555 (Caremark003199-202)
43	5739961	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-592 (Caremark003203-06) Provider Agreement: Exhibit J-591 (Caremark003207-10)
44	5805924	MOMS Pharmacy/AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-307 (Caremark003211-14) Provider Agreement: Exhibit J-306 (Caremark003215-23)
45	5809631	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-425 (Caremark003224-29) Provider Agreement: Exhibit J-424 (Caremark003230-40)
46	5816282	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-519 (Caremark003241-44) Provider Agreement: Exhibit J-518 (Caremark003245-59)
47	5819163	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-540 (Caremark003260-63) Provider Agreement: Exhibit J-539 (Caremark003264-78)
48	5907778	AHF Pharmacy – FT Worth	LeaderNet	Agency Addendum: Exhibit J-386 (Caremark003279-82) Provider Agreement: Exhibit J-385 (Caremark003283-86)
49	5912349	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-451 (Caremark003287-91) Provider Agreement: Exhibit J-450 (Caremark003292-96)
50	5923811	AIDS Healthcare Foundation	LeaderNet	Agency Addendum: Exhibit J-572 (Caremark003297-300) Provider Agreement: Exhibit J-571 (Caremark003301-04)
51	6006301	AHF Pharmacy	LeaderNet	Agency Addendum: Exhibit J-578 (Caremark003305-08) Provider Agreement: Exhibit J-577 (Caremark003309-12)
52	4029953	AIDS Healthcare	LeaderNet	Agency Addendum: Exhibit J-595 (Caremark003032-35)

		Foundation		Provider Agreement: Exhibit J-594 (Caremark003036-39)
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**EXHIBIT B****1. AHF-Pharmacy Downtown (NCPDP No. 0557984)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$6,176	\$6,386	\$6,523
<b>2017</b>	\$13,827	\$7,048	\$8,176
<b>2018</b>	\$17,758	\$15,418	\$14,403
<b>2019</b>	\$12,025	\$17,946	N/A

2016: Exhibit J-74 (Caremark004606-09); Exhibit J-75 (Caremark004640-43); J-76 (Caremark 004672-75)

2017: Exhibit J-77 (Caremark004610-14); Exhibit J-78 (Caremark004644-49); Exhibit J-79 (Caremark004676-81)

2018: Exhibit J-80 (Caremark004615-26); Exhibit J-81 (Caremark004650-58); Exhibit J-82 (Caremark004682-93)

2019: Exhibit J-83 (Caremark004627-39); Exhibit J-84 (Caremark004660-71)

**2. AHF-Pharmacy Hollywood (NCPDP No. 0558405)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$11,649	\$11,508	\$8,348
<b>2017</b>	\$13,028	\$9,362	\$12,059
<b>2018</b>	\$14,503	\$18,175	\$18,991
<b>2019</b>	\$18,615	\$21,840	N/A

2016: Exhibit J-87 (Caremark004694-97); Exhibit J-88 (Caremark004728-31); Exhibit J-89 (Caremark004760-63)

2017: Exhibit J-90 (Caremark004698-702); Exhibit J-91 (Caremark004732-37); Exhibit J-92 (Caremark004764-69)

2018: Exhibit J-93 (Caremark004703-14); Exhibit J-94 (Caremark004738-46); Exhibit J-95 (Caremark004770-81)

2019: Exhibit J-96 (Caremark004715-27); Exhibit J-97 (Caremark004747-59)

**3. AHF-Healthcare Center - Westside (NCPDP No. 0561426)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$10,599	\$16,212	\$12,045
<b>2017</b>	\$14,185	\$17,853	\$16,789
<b>2018</b>	\$24,257	\$27,841	\$24,698
<b>2019</b>	\$30,527	\$28,171	N/A

2016: Exhibit J-61 (Caremark004782-85); Exhibit J-62 (Caremark004816-19); Exhibit J-63 (Caremark004848-51)

2017: Exhibit J-64 (Caremark004786-90); Exhibit J-65 (Caremark004820-25); Exhibit J-66 (Caremark004852-57)

2018: Exhibit J-67 (Caremark004791-802); Exhibit J-68 (Caremark004826-34); Exhibit J-69 (Caremark004858-69)

2019: Exhibit J-70 (Caremark004803-15); Exhibit J-71 (Caremark004835-47)

**4. Hillcrest Pharmacy (NCPDP No. 0561705)<sup>6</sup>**

	Trimester 1	Trimester 2	Trimester 3
<b>2019</b>	N/A	N/A	\$68,418
<b>2020</b>	\$128,521	\$140,069	N/A

2019: Exhibit J-17 (Caremark004971-80)

2020: Exhibit J-18 (Caremark004899-09); Exhibit J-18 (Caremark004940-50)

**5. AHF Pharmacy – Valley (NCPDP No. 0569496)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$13,732	\$9,004	\$8,885
<b>2017</b>	\$14,274	\$11,075	\$12,251
<b>2018</b>	\$16,886	\$13,701	\$10,343
<b>2019</b>	\$11,857	\$15,368	N/A

<sup>6</sup> For NCPDP 0561705, AHF does not seek damages for periods prior to AHF's affiliation with that pharmacy.



2016: Exhibit J-22 (Caremark004981-84); Exhibit J-23 (Caremark005015-18); Exhibit J-24 (Caremark005047-50)  
 2017: Exhibit J-25 (Caremark004985-89); Exhibit J-26 (Caremark005019-24); Exhibit J-27 (Caremark005051-56)  
 2018: Exhibit J-28 (Caremark004990-5001); Exhibit J-29 (Caremark005025-33); Exhibit J-30 (Caremark005057-68)  
 2019: Exhibit J-31 (Caremark005002-14); Exhibit J-32 (Caremark005034-46)

**6. AHF Pharmacy (NCPDP No. 0581985)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$87,275	\$99,963	\$98,970
<b>2017</b>	\$93,223	\$87,710	\$78,090
<b>2018</b>	\$101,926	\$117,917	\$106,279
<b>2019</b>	\$111,003	\$99,960	N/A

2016: Exhibit J-48 (Caremark005069-72); Exhibit J-49 (Caremark005103-06); Exhibit J-50 (Caremark005135-38)  
 2017: Exhibit J-51 (Caremark005073-77); Exhibit J-52 (Caremark005107-12); Exhibit J-53 (Caremark005139-44)  
 2018: Exhibit J-54 (Caremark005078-89); Exhibit J-55 (Caremark005113-21); Exhibit J-56 (Caremark005145-56)  
 2019: Exhibit J-57 (Caremark005090-102); Exhibit J-58 (Caremark005122-34)

**7. AHF Pharmacy (NCPDP No. 0904640)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$18,084	\$20,705	\$13,131
<b>2017</b>	\$13,637	\$18,633	\$17,971
<b>2018</b>	\$34,823	\$33,521	\$26,609
<b>2019</b>	\$34,463	\$35,678	N/A

2016: Exhibit J-217 (Caremark005157-60); Exhibit J-218 (Caremark005191-94); Exhibit J-219 (Caremark005223-26)  
 2017: Exhibit J-220 (Caremark005161-65); Exhibit J-221 (Caremark005195-200); Exhibit J-222 (Caremark005227-32)  
 2018: Exhibit J-223 (Caremark005166-77); Exhibit J-224 (Caremark005201-09); Exhibit J-225 (Caremark005233-44)  
 2019: Exhibit J-226 (Caremark005178-90); Exhibit J-227 (Caremark005210-22)

**8. AHF Pharmacy Miami (NCPDP No. 1010254)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$11,671	\$11,318	\$7,737
<b>2017</b>	\$13,065	\$19,455	\$20,855
<b>2018</b>	\$26,963	\$31,317	\$28,821
<b>2019</b>	\$30,078	\$24,560	N/A

2016: Exhibit J-100 (Caremark005245-48); Exhibit J-101 (Caremark005279-82); Exhibit J-102 (Caremark005311-14)

2017: Exhibit J-103 (Caremark005249-53); Exhibit J-104 (Caremark005283-88); Exhibit J-105 (Caremark005315-20)

2018: Exhibit J-106 (Caremark005254-65); Exhibit J-107 (Caremark005289-97); Exhibit J-108 (Caremark005321-32)

2019: Exhibit J-109 (Caremark005266-78); Exhibit J-110 (Caremark005298-3010)

**9. AHF Pharmacy Orlando (NCPDP No. 1016509)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$31,906	\$28,954	\$21,703
<b>2017</b>	\$24,049	\$38,002	\$35,582
<b>2018</b>	\$59,230	\$69,467	\$59,990
<b>2019</b>	\$63,268	\$64,053	N/A

2016: Exhibit 113 (Caremark005333-36); Exhibit 114 (Caremark005367-70); Exhibit 115 (Caremark005399-402)

2017: Exhibit 116 (Caremark005337-41); Exhibit 117 (Caremark005371-76); Exhibit 118 (Caremark005403-08)

2018: Exhibit 119 (Caremark005342-53); Exhibit 120 (Caremark005377-85); Exhibit 121 (Caremark005409-20)

2019: Exhibit 122 (Caremark005354-66); Exhibit 123 (Caremark005386-98)

**10. AHF Pharmacy – Safety Harbor (NCPDP No. 1016701)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$44,531	\$49,981	\$44,019



<b>2017</b>	\$47,328	\$51,054	\$49,428
<b>2018</b>	\$81,309	\$78,925	\$70,377
<b>2019</b>	\$88,287	\$79,745	N/A

2016: Exhibit J-126 (Caremark005421-24); Exhibit J-127 (Caremark005455-58); Exhibit J-128 (Caremark005487-90)

2017: Exhibit J-129 (Caremark005425-29); Exhibit J-130 (Caremark005459-64); Exhibit J-131 (Caremark005491-96)

2018: Exhibit J-132 (Caremark005430-41); Exhibit J-133 (Caremark005465-73); Exhibit J-134 (Caremark005497-508)

2019: Exhibit J-135 (Caremark005442-54); Exhibit J-136 (Caremark005474-86)

**11. AHF Pharmacy Wilton Manors (NCPDP No. 1022792)**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>
<b>2016</b>	\$5,777	\$3,987	\$3,963
<b>2017</b>	\$6,712	\$7,627	\$6,259
<b>2018</b>	\$19,281	\$23,072	\$18,356
<b>2019</b>	\$21,552	\$20,003	N/A

2016: Exhibit J-139 (Caremark005509-12); Exhibit J-140 (Caremark005543-46); Exhibit J-141 (Caremark005575-78)

2017: Exhibit J-142 (Caremark005513-17); Exhibit J-143 (Caremark005547-52); Exhibit J-144 (Caremark005579-84)

2018: Exhibit J-145 (Caremark005518-29); Exhibit J-146 (Caremark005553-61); Exhibit J-147 (Caremark005585-96)

2019: Exhibit J-149 (Caremark005530-42); Exhibit J-150 (Caremark005562-74)

**12. AHF Pharmacy (NCPDP No. 1036830)**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>
<b>2016</b>	\$24,158	\$26,137	\$31,027
<b>2017</b>	\$31,094	\$36,833	\$35,071
<b>2018</b>	\$66,370	\$77,316	\$66,231
<b>2019</b>	\$67,620	\$68,719	N/A

2016: Exhibit J-165 (Caremark005597-600); Exhibit J-166 (Caremark005631-34); Exhibit J-167 (Caremark005663-66)  
 2017: Exhibit J-168 (Caremark005601-05); Exhibit J-169 (Caremark005635-40); Exhibit J-170 (Caremark005667-72)  
 2018: Exhibit J-171 (Caremark005606-17); Exhibit J-172 (Caremark005641-49); Exhibit J-173 (Caremark005673-84)  
 2019: Exhibit J-174 (Caremark005618-30); Exhibit J-175 (Caremark005650-62)

**13. AHF Pharmacy – North Point (NCPDP No. 1046108)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$9,507	\$14,462	\$16,896
<b>2017</b>	\$18,164	\$20,182	\$15,228
<b>2018</b>	\$29,648	\$30,837	\$35,679
<b>2019</b>	\$25,449	\$32,372	N/A

2016: Exhibit J-204 (Caremark005685-88); Exhibit J-205 (Caremark005719-22); Exhibit J-206 (Caremark005751-54)  
 2017: Exhibit J-207 (Caremark005689-93); Exhibit J-208 (Caremark005723-28); Exhibit J-209 (Caremark005755-60)  
 2018: Exhibit J-210 (Caremark005694-705); Exhibit J-211 (Caremark005729-37); Exhibit J-212 (Caremark005761-72)  
 2019: Exhibit J-213 (Caremark005706-18); Exhibit J-214 (Caremark005738-50)

**14. AHF Pharmacy (NCPDP No. 1047403)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$7,152	\$5,548	\$6,155
<b>2017</b>	\$8,080	\$9,976	\$10,090
<b>2018</b>	\$19,575	\$23,645	\$20,261
<b>2019</b>	\$24,313	\$26,060	N/A

2016: Exhibit J-230 (Caremark005773-76); Exhibit J-231 (Caremark005805-08); Exhibit J-232 (Caremark005838-41)  
 2017: Exhibit J-233 (Caremark005777-81); Exhibit J-234 (Caremark005809-14); Exhibit J-235 (Caremark005842-47)  
 2018: Exhibit J-236 (Caremark005782-91); Exhibit J-237 (Caremark005815-24); Exhibit J-238 (Caremark005848-57)  
 2019: Exhibit J-239 (Caremark005792-804); Exhibit J-240 (Caremark005825-37)

**15. AHF Healthcare Center Jacksonville (NCPDP No. 1099577)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$48,372	\$53,781	\$54,154
<b>2017</b>	\$59,905	\$57,282	\$52,783
<b>2018</b>	\$101,617	\$108,319	\$99,387
<b>2019</b>	\$101,599	\$107,197	N/A

2016: Exhibit J-35 (Caremark005858-61); Exhibit J-36 (Caremark005892-95); Exhibit J-37 (Caremark005924-27)

2017: Exhibit J-38 (Caremark005862-66); Exhibit J-39 (Caremark005896-901); Exhibit J-40 (Caremark005928-33)

2018: Exhibit J-41 (Caremark005867-78); Exhibit J-42 (Caremark005902-10); Exhibit J-43 (Caremark005934-45)

2019: Exhibit J-44 (Caremark005879-91); Exhibit J-45 (Caremark005911-23)

**16. AHF Pharmacy (NCPDP No. 1162522)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$7,213	\$10,112	\$7003
<b>2017</b>	\$9,443	\$7,338	\$9,694
<b>2018</b>	\$11,723	\$12,594	\$11,127
<b>2019</b>	\$12,394	\$12,146	N/A

2016: Exhibit J-321 (Caremark005946-49); Exhibit J-322 (Caremark005980-83); Exhibit J-323 (Caremark006012-15)

2017: Exhibit J-324 (Caremark005950-54); Exhibit J-325 (Caremark005984-89); Exhibit J-326 (Caremark006016-21)

2018: Exhibit J-327 (Caremark005955-66); Exhibit J-328 (Caremark005990-98); Exhibit J-329 (Caremark006022-33)

2019: Exhibit J-330 (Caremark005967-79); Exhibit J-331 (Caremark005999-6011)

**17. AHF Pharmacy (NCPDP No. 1168396)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$0	\$1,331	\$4,711



<b>2017</b>	\$5,807	\$9,052	\$8,709
<b>2018</b>	\$16,996	\$14,871	\$16,297
<b>2019</b>	\$18,543	\$18,075	N/A

2016: Exhibit J-496 (Caremark006064-67); Exhibit J-497 (Caremark006096-99)

2017: Exhibit J-498 (Caremark006034-38); Exhibit J-499 (Caremark006068-73); Exhibit J-500 (Caremark006100-05)

2018: Exhibit J-501 (Caremark006039-50); Exhibit J-502 (Caremark006074-82); Exhibit J-503 (Caremark006106-17)

2019: Exhibit J-504 (Caremark006051-63); Exhibit J-505 (Caremark006083-95)

**18. AHF Pharmacy (NCPDP No. 1168447)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$0	\$793	\$2,947
<b>2017</b>	\$4,468	\$5,516	\$6,180
<b>2018</b>	\$13,454	\$16,051	\$11,299
<b>2019</b>	\$16,354	\$15,322	N/A

2016: Exhibit J-508 (Caremark006148-151); Exhibit J-509 (Caremark006180-83)

2017: Exhibit J-510 (Caremark006118-22); Exhibit J-511 (Caremark006152-57); Exhibit J-512 (Caremark006184-89)

2018: Exhibit J-513 (Caremark006123-34); Exhibit J-514 (Caremark006158-66); Exhibit J-515 (Caremark006190-201)

2019: Exhibit J-516 (Caremark006135-47); Exhibit J-517 (Caremark006167-79)

**19. AHF Pharmacy (NCPDP No. 1169007)**

	Trimester 1	Trimester 2	Trimester 3
<b>2017</b>	\$635	\$1,155	\$1,189
<b>2018</b>	\$2,715	\$3,081	\$4,215
<b>2019</b>	\$3,287	\$3,039	N/A

2017: Exhibit J-531 (Caremark006202-06); Exhibit J-532 (Caremark006232-37); Exhibit J-533 (Caremark006260-65)

2018: Exhibit J-534 (Caremark006207-18); Exhibit J-535 (Caremark006238-46); Exhibit J-536 (Caremark006266-77)

2019: Exhibit J-537 (Caremark006219-31); Exhibit J-538 (Caremark006247-59)

**20. AHF Pharmacy (NCPDP No. 1172129)**

	Trimester 1	Trimester 2	Trimester 3
<b>2018</b>	\$0	\$0	\$2,512
<b>2019</b>	\$12,476	\$11,720	N/A

2018: Exhibit J-584 (Caremark006304-15)

2019: Exhibit J-585 (Caremark006278-90); Exhibit J-586 (Caremark006291-303)

**21. AHF Pharmacy (NCPDP No. 1938274)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$5,790	\$12,961	\$18,103
<b>2017</b>	\$9,906	\$12,155	\$8,871
<b>2018</b>	\$20,563	\$23,414	\$23,758
<b>2019</b>	\$33,051	\$35,004	N/A

2016: Exhibit J-465 (Caremark006316-19); Exhibit J-466 (Caremark006345-48); Exhibit J-467 (Caremark006374-77)

2017: Exhibit J-468 (Caremark006320-24); Exhibit J-469 (Caremark006349-54); Exhibit J-470 (Caremark006378-83)

2018: Exhibit J-471 (Caremark006325-34); Exhibit J-472 (Caremark006355-63); Exhibit J-473 (Caremark006384-95)

2019: Exhibit J-474 (Caremark006335-44); Exhibit J-475 (Caremark006364-73)

**22. AHF Pharmacy (NCPDP No. 2591851)**

	Trimester 1	Trimester 2	Trimester 3
<b>2019</b>	\$4,263	\$7,916	N/A

2019: Exhibit J-589 (Caremark006396-408); Exhibit J-590 (Caremark006409-21)

**23. AHF Pharmacy (NCPDP No. 2993928)**

Trimester 1	Trimester 2	Trimester 3
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<b>2016</b>	\$942	\$1,791	\$2,401	
<b>2017</b>	\$3,189	\$4,666	\$6,701	
<b>2018</b>	\$17,479	\$18,253	\$20,041	
<b>2019</b>	\$21,116	\$21,350	N/A	

2016: Exhibit J-483 (Caremark006422-25); Exhibit J-484 (Caremark006456-59); Exhibit J-485 (Caremark006488-91)\_

2017: Exhibit J-486 (Caremark006426-30); Exhibit J-487 (Caremark006460-65); Exhibit J-488 (Caremark006492-97)

2018: Exhibit J-489 (Caremark006431-42); Exhibit J-490 (Caremark006466-74); Exhibit J-491 (Caremark006498-509)

2019: Exhibit J-492 (Caremark006443-55); Exhibit J-493 (Caremark006475-87)

**24. City View Pharmacy (NCPDP No. 3349859)<sup>7</sup>**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>	
<b>2016</b>	N/A	N/A	N/A	
<b>2017</b>	N/A	\$7,568	\$7,215	
<b>2018</b>	\$17,791	\$19,668	\$15,172	
<b>2019</b>	\$27,481	\$32,465	N/A	

2017: Exhibit J-564 (Caremark006543-48); Exhibit J-565 (Caremark006573-78)

2018: Exhibit J-566 (Caremark006519-28); Exhibit J-567 (Caremark006549-58); Exhibit J-568 (Caremark006579-88)

2019: Exhibit J-569 (Caremark006529-38); Exhibit J-570 (Caremark006559-68)

**25. AHF Pharmacy – Wilders City (NCPDP No. 3680762)**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>	
<b>2016</b>	\$4,711	\$9,750	\$16,107	
<b>2017</b>	\$14,170	\$16,287	\$12,069	
<b>2018</b>	\$21,024	\$22,065	\$27,575	

<sup>7</sup> For NCPDP 3349859, AHF does not seek damages for periods prior to AHF's affiliation with that pharmacy.



<b>2019</b>	\$21,062	\$21,374	N/A
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2016: Exhibit J-362, Caremark006589-92; Exhibit J-363, Caremark006623-26; Exhibit J-364, Caremark006655-58

2017: Exhibit J-365, Caremark006593-97; Exhibit J-366, Caremark006627-32; Exhibit J-367, Caremark006659-64

2018: Exhibit J-368, Caremark006598-609; Exhibit J-369, Caremark006633-41; Exhibit J-370, Caremark006665-76

2019: Exhibit J-371, Caremark006610-22; Exhibit J-372, Caremark006642-54

**26. AHF Pharmacy (NCPDP No. 3681930)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$6,828	\$5,420	\$6,344
<b>2017</b>	\$10,046	\$9,484	\$7,373
<b>2018</b>	\$14,619	\$16,588	\$14,080
<b>2019</b>	\$13,291	\$12,436	N/A

2016: Exhibit J-439, Caremark006677-80; Exhibit J-440, Caremark006711-14; Exhibit J-441, Caremark006743-46

2017: Exhibit J-442, Caremark006681-85; Exhibit J-443, Caremark006715-20; Exhibit J-444, Caremark006747-52

2018: Exhibit J-445, Caremark006686-97; Exhibit J-446, Caremark006721-29; Exhibit J-447, Caremark006753-64

2019: Exhibit J-448, Caremark006698-710; Exhibit J-449, Caremark006730-42

**27. AHF Pharmacy (NCPDP No. 4231914)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$1,284	\$1,085	\$809
<b>2017</b>	\$1,077	\$3,096	\$4,239
<b>2018</b>	\$3,416	\$3,630	\$4,802
<b>2019</b>	\$7,132	\$5,641	N/A

2016: Exhibit J-400, Caremark006765-68; Exhibit J-401, Caremark006799-802; Exhibit J-402, Caremark006831-34

2017: Exhibit J-403, Caremark006769-73; Exhibit J-404, Caremark006803-08; Exhibit J-405, Caremark006835-40

2018: Exhibit J-406, Caremark006774-85; Exhibit J-407, Caremark006809-17; Exhibit J-408, Caremark006841-52

2019: Exhibit J-409, Caremark006786-98; Exhibit J-410, Caremark006818-30

**28. AHF Pharmacy (NCPDP No. 4934837)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$23,301	\$17,760	\$22,174
<b>2017</b>	\$24,076	\$21,923	\$23,871
<b>2018</b>	\$28,248	\$23,155	\$20,790
<b>2019</b>	\$25,732	\$26,757	N/A

2016: Exhibit J-336, Caremark006853-56; Exhibit J-337, Caremark006887-90; Exhibit J-338, Caremark006919-22

2017: Exhibit J-339, Caremark006857-61; Exhibit J-340, Caremark006891-96; Exhibit J-341, Caremark006923-28

2018: Exhibit J-342, Caremark006862-73; Exhibit J-343, Caremark006897-905; Exhibit J-344, Caremark006929-40

2019: Exhibit J-345, Caremark006874-86; Exhibit J-346, Caremark006906-1822

**29. AHF Pharmacy (NCPDP No. 4934849)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$13,242	\$19,447	\$16,568
<b>2017</b>	\$13,229	\$12,949	\$12,830
<b>2018</b>	\$15,594	\$16,266	\$14,695
<b>2019</b>	\$18,190	\$15,326	N/A

2016: Exhibit J-349, Caremark006941-44; Exhibit J-350, Caremark006975-78; Exhibit J-351, Caremark007007-10

2017: Exhibit J-352, Caremark006945-49; Exhibit J-353, Caremark006979-84; Exhibit J-354, Caremark007011-16

2018: Exhibit J-355, Caremark006950-61; Exhibit J-356, Caremark006985-93; Exhibit J-357, Caremark007017-28

2019: Exhibit J-358, Caremark006962-74; Exhibit J-359, Caremark006994-7006

**30. AHF Pharmacy West Hollywood (NCPDP No. 5629108)**

Trimester 1	Trimester 2	Trimester 3
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<b>2016</b>	\$13,344	\$9,782	\$9,382
<b>2017</b>	\$10,472	\$8,414	\$9,147
<b>2018</b>	\$14,347	\$12,510	\$9,637
<b>2019</b>	\$11,822	\$11,293	N/A

2016: Exhibit J-152, Caremark007029-32; Exhibit J-153, Caremark007063-66; Exhibit J-154, Caremark007092-95

2017: Exhibit J-155, Caremark007033-37; Exhibit J-156, Caremark007067-72; Exhibit J-157, Caremark007096-101

2018: Exhibit J-158, Caremark007038-49; Exhibit J-159, Caremark007073-81; Exhibit J-160, Caremark007102-13

2019: Exhibit J-161, Caremark007050-62; Exhibit J-162, Caremark007082-91

**31. AHF Pharmacy (NCPDP No. 5630517)**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>
<b>2016</b>	\$20,851	\$19,428	\$18,276
<b>2017</b>	\$26,085	\$26,674	\$24,089
<b>2018</b>	\$24,639	\$27,895	\$30,426
<b>2019</b>	\$26,613	\$30,122	N/A

2016: Exhibit J-191, Caremark007114-17; Exhibit J-192, Caremark007148-51; Exhibit J-193, Caremark007180-83

2017: Exhibit J-194, Caremark007118-22; Exhibit J-195, Caremark007152-57; Exhibit J-196, Caremark007184-89

2018: Exhibit J-197, Caremark007123-34; Exhibit J-198, Caremark007158-66; Exhibit J-199, Caremark007190-201

2019: Exhibit J-200, Caremark007135-47; Exhibit J-201, Caremark007167-79

**32. AHF Pharmacy (NCPDP No. 5631812)**

	<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>
<b>2016</b>	\$8,972	\$9,015	\$8,810
<b>2017</b>	\$7,120	\$8,957	\$9,464
<b>2018</b>	\$13,197	\$10,873	\$9,102
<b>2019</b>	\$11,475	\$11,726	N/A

2016: Exhibit J-178, Caremark007202-05; Exhibit J-179, Caremark007236-39; Exhibit J-180, Caremark007268-71  
 2017: Exhibit J-181, Caremark007206-10; Exhibit J-182, Caremark007240-45; Exhibit J-183, Caremark007272-77  
 2018: Exhibit J-184, Caremark007211-22; Exhibit J-185, Caremark007246-54; Exhibit J-186, Caremark007278-89  
 2019: Exhibit J-187, Caremark007223-35; Exhibit J-188, Caremark007255-67

**33. AHF Pharmacy Long Beach (NCPDP No. 5640722)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$16,702	\$13,424	\$13,061
<b>2017</b>	\$14,689	\$18,033	\$12,493
<b>2018</b>	\$20,701	\$22,498	\$20,831
<b>2019</b>	\$23,050	\$21,668	N/A

2016: Exhibit J-243, Caremark007290-93; Exhibit J-244, Caremark007324-27; Exhibit J-245, Caremark007356-59  
 2017: Exhibit J-246, Caremark007294-98; Exhibit J-247, Caremark007328-33; Exhibit J-248, Caremark007360-65  
 2018: Exhibit J-249, Caremark007299-310; Exhibit J-250, Caremark007334-42; Exhibit J-251, Caremark007366-77  
 2019: Exhibit J-252, Caremark007311-23; Exhibit J-253, Caremark007343-55

**34. AHF Pharmacy (NCPDP No. 5645025)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$54,933	\$43,758	\$44,893
<b>2017</b>	\$48,218	\$44,167	\$40,416
<b>2018</b>	\$62,252	\$58,303	\$60,718
<b>2019</b>	\$72,669	\$70,226	N/A

2016: Exhibit J-282, Caremark007378-81; Exhibit J-283, Caremark007412-15; Exhibit J-284, Caremark007444-47  
 2017: Exhibit J-285, Caremark007382-86; Exhibit J-286, Caremark007416-21; Exhibit J-287, Caremark007448-53  
 2018: Exhibit J-288, Caremark007387-98; Exhibit J-289, Caremark007422-30; Exhibit J-290, Caremark007454-65



2019: Exhibit J-291, Caremark007399-411; Exhibit J-292, Caremark007431-43

**35. AHF Pharmacy (NCPDP No. 5645049)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$54,044	\$46,330	\$36,655
<b>2017</b>	\$55,848	\$59,692	\$52,749
<b>2018</b>	\$85,420	\$91,614	\$86,794
<b>2019</b>	\$112,983	\$116,221	N/A

2016: Exhibit J-374, Caremark007466-69; Exhibit J-375, Caremark007495-98; Exhibit J-376, Caremark007525-28

2017: Exhibit J-377, Caremark007470-74; Exhibit J-378, Caremark007499-504; Exhibit J-379, Caremark007529-34

2018: Exhibit J-380, Caremark007475-84; Exhibit J-381, Caremark007505-14; Exhibit J-382, Caremark007535-44

2019: Exhibit J-383, Caremark007485-94; Exhibit J-384, Caremark007515-24

**36. Hillcrest Pharmacy North (NCPDP No. 5655658)<sup>8</sup>**

	Trimester 1	Trimester 2	Trimester 3
<b>2019</b>	N/A	N/A	\$11,228
<b>2020</b>	\$18,217	\$20,407	N/A

2019: Exhibit J-478, Caremark007646-55

2020: Exhibit J-479, Caremark007574-84; Exhibit J-480, Caremark007615-25

**37. AHF Pharmacy – Sunrise (NCPDP No. 05705910)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$4,786	\$5,142	\$9,251
<b>2017</b>	\$12,770	\$20,683	\$19,098
<b>2018</b>	\$28,308	\$25,786	\$19,954

<sup>8</sup> For NCPDP 5655658, AHF does not seek damages for periods prior to AHF's affiliation with that pharmacy.

<b>2019</b>	\$27,507	\$25,680	N/A
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2016: Exhibit J-269, Caremark007656-59; Exhibit J-270, Caremark007690-93; Exhibit J-271, Caremark007722-25

2017: Exhibit J-272, Caremark007660-64; Exhibit J-273, Caremark007694-99; Exhibit J-274, Caremark007726-31

2018: Exhibit J-275, Caremark007665-76; Exhibit J-276, Caremark007700-08; Exhibit J-277, Caremark007732-43

2019: Exhibit J-278, Caremark007677-89; Exhibit J-279 Caremark007709-21

**38. AHF Pharmacy – South Beach (NCPDP No. 5706784)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$10,531	\$9,444	\$9,921
<b>2017</b>	\$13,799	\$14,018	\$13,045
<b>2018</b>	\$24,566	\$27,015	\$24,766
<b>2019</b>	\$32,775	\$34,968	N/A

2016: Exhibit J-256, Caremark007744-47; Exhibit J-257, Caremark007778-81; Exhibit J-258, Caremark007810-13

2017: Exhibit J-259, Caremark007748-52; Exhibit J-260, Caremark007782-87; Exhibit J-261, Caremark007814-19

2018: Exhibit J-262, Caremark007753-64; Exhibit J-263, Caremark007788-96; Exhibit J-264, Caremark007820-31

2019: Exhibit J-266, Caremark007765-77; Exhibit J-267, Caremark007797-809

**39. AHF Pharmacy (NCPDP No. 5710822)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$4,415	\$6,790	\$5,270
<b>2017</b>	\$5,472	\$6,433	\$6,757
<b>2018</b>	\$17,700	\$17,642	\$16,627
<b>2019</b>	\$16,217	\$26,283	N/A

2016: Exhibit J-295, Caremark007832-35; Exhibit J-296, Caremark007863-66; Exhibit J-297, Caremark007895-98

2017: Exhibit J-298, Caremark007836-40; Exhibit J-299, Caremark007867-72; Exhibit J-300, Caremark007899-904



2018: Exhibit J-301, Caremark007841-52; Exhibit J-302, Caremark007873-81; Exhibit J-303, Caremark007905-16

2019: Exhibit J-304, Caremark007853-62; Exhibit J-305, Caremark007882-94

**40. AHF Pharmacy (NCPDP No. 5716026)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$4,599	\$5,743	\$5,369
<b>2017</b>	\$8,984	\$6,766	\$6,162
<b>2018</b>	\$13,940	\$12,569	\$9,114
<b>2019</b>	\$13,566	\$20,645	N/A

2016: Exhibit J-413, Caremark007917-20; Exhibit J-414, Caremark007951-54; Exhibit J-415, Caremark007983-86

2017: Exhibit J-416, Caremark007921-25; Exhibit J-417, Caremark007955-60; Exhibit J-418, Caremark007987-92

2018: Exhibit J-419, Caremark007926-37; Exhibit J-420, Caremark007961-69; Exhibit J-421, Caremark007993-8004

2019: Exhibit J-422, Caremark007938-50; Exhibit J-423, Caremark007970-82

**41. AHF Pharmacy (NCPDP No. 5735709)**

	Trimester 1	Trimester 2	Trimester 3
<b>2018</b>	\$16,465	\$25,720	\$27,578
<b>2019</b>	\$19,487	\$23,139	N/A

2018: Exhibit J-550, Caremark008005-16; Exhibit J-551, Caremark008030-38; Exhibit J-552, Caremark008052-63

2019: Exhibit J-553, Caremark008017-29; Exhibit J-554, Caremark008039-51

**42. AHF Pharmacy (NCPDP No. 5736775)**

	Trimester 1	Trimester 2	Trimester 3
<b>2018</b>	\$1,701	\$11,739	\$14,355
<b>2019</b>	\$14,889	\$11,243	N/A

2018: Exhibit J-557, Caremark008064-75; Exhibit J-558, Caremark008089-97; Exhibit J-559, Caremark008108-119

2019: Exhibit J-560, Caremark008076-88; Exhibit J-561, Caremark008098-107

**43. AHF Pharmacy (NCPDP No. 5739961)**

	Trimester 1	Trimester 2	Trimester 3
2019	\$0	\$7,542	N/A

2019: Exhibit J-593, Caremark008120-29

**44. MOMS Pharmacy/AHF Pharmacy (NCPDP No. 5805924)**

	Trimester 1	Trimester 2	Trimester 3
2016	\$87,417	\$99,854	\$80,930
2017	\$108,541	\$92,941	\$91,691
2018	\$102,174	\$113,125	\$90,511
2019	\$155,140	\$143,946	N/A

2016: Exhibit J-308, Caremark008130-33; Exhibit J-309, Caremark008164-67; Exhibit J-310, Caremark008196-99

2017: Exhibit J-311, Caremark008134-38; Exhibit J-312, Caremark008168-73; Exhibit J-313, Caremark008200-05

2018: Exhibit J-314, Caremark008139-50; Exhibit J-315, Caremark008174-82; Exhibit J-316, Caremark008206-17

2019: Exhibit J-317, Caremark008151-63; Exhibit J-318, Caremark008183-95

**45. AHF Pharmacy (NCPDP No. 5809631)**

	Trimester 1	Trimester 2	Trimester 3
2016	\$9,562	\$13,258	\$8,938
2017	\$11,807	\$19,539	\$18,585
2018	\$35,842	\$37,702	\$26,592
2019	\$57,134	\$52,665	N/A

2016: Exhibit J-426, Caremark008218-21; Exhibit J-427, Caremark008252-55; Exhibit J-428, Caremark008284-87

2017: Exhibit J-429, Caremark008222-26; Exhibit J-430, Caremark008256-61; Exhibit J-431, Caremark008288-93

2018: Exhibit J-432, Caremark008227-38; Exhibit J-433, Caremark008262-70; Exhibit J-434, Caremark008294-305

2019: Exhibit J-435, Caremark008239-51; Exhibit J-436, Caremark008271-83

**46. AHF Pharmacy (NCPDP No. 5816282)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$0	\$0	\$2
<b>2017</b>	\$523	\$1,604	\$5,102
<b>2018</b>	\$9,680	\$9,422	\$7,549
<b>2019</b>	\$14,912	\$16,491	N/A

2016: Exhibit J-520, Caremark008364-67

2017: Exhibit J-521, Caremark008306-10; Exhibit J-522, Caremark008336-41; Exhibit J-523, Caremark008368-73

2018: Exhibit J-524, Caremark008311-22; Exhibit J-525, Caremark008342-50; Exhibit J-526, Caremark008374-85

2019: Exhibit J-527, Caremark008323-35; Exhibit J-528, Caremark008351-63

**47. AHF Pharmacy (NCPDP No. 5819163)**

	Trimester 1	Trimester 2	Trimester 3
<b>2017</b>	\$0	\$373	\$486
<b>2018</b>	\$6,601	\$13,764	\$12,672
<b>2019</b>	\$15,588	\$25,566	N/A

2017: Exhibit J-541, Caremark008411-16; Exhibit J-542, Caremark008439-44

2018: Exhibit J-543, Caremark008386-97; Exhibit J-544, Caremark008417-25; Exhibit J-545, Caremark008445-56

2019: Exhibit J-546, Caremark008398-410; Exhibit J-547, Caremark008426-38

**48. AHF Pharmacy – FT Worth (NCPDP No. 5907778)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$10,751	\$23,040	\$22,739
<b>2017</b>	\$16,212	\$19,157	\$18,305

<b>2018</b>	\$27,430	\$27,504	\$24,798
<b>2019</b>	\$34,179	\$29,851	N/A

2016: Exhibit J-387, Caremark008457-60; Exhibit J-388, Caremark008491-94; Exhibit J-389, Caremark008523-26

2017: Exhibit J-390, Caremark008461-65; Exhibit J-391, Caremark008495-500; Exhibit J-392, Caremark008527-32

2018: Exhibit J-393, Caremark008466-77; Exhibit J-394, Caremark008501-09; Exhibit J-395, Caremark008533-44

2019: Exhibit J-396, Caremark008478-90; Exhibit J-397, Caremark008510-22

**49. AHF Pharmacy (NCPDP No. 5912349)**

	Trimester 1	Trimester 2	Trimester 3
<b>2016</b>	\$6,590	\$7,646	\$9,585
<b>2017</b>	\$10,889	\$14,771	\$12,306
<b>2018</b>	\$30,872	\$33,204	\$31,245
<b>2019</b>	\$30,009	\$30,258	N/A

2016: Exhibit J-452, Caremark008545-48; Exhibit J-453, Caremark008579-82; Exhibit J-454, Caremark008611-14

2017: Exhibit J-455, Caremark008549-53; Exhibit J-456, Caremark008583-88; Exhibit J-457, Caremark008615-20

2018: Exhibit J-458, Caremark008554-65; Exhibit J-459, Caremark008589-97; Exhibit J-460, Caremark008621-32

2019: Exhibit J-461, Caremark008566-78; Exhibit J-462, Caremark008598-610

**50. AIDS Healthcare Foundation (NCPDP No. 5923811)**

	Trimester 1	Trimester 2	Trimester 3
<b>2018</b>	\$0	\$3,937	\$5,264
<b>2019</b>	\$5,649	\$4,626	N/A

2018: Exhibit J-573, Caremark008646-54; Exhibit J-574, Caremark008668-79

2019: Exhibit J-575, Caremark008633-45; Exhibit J-576, Caremark008655-67

**51. AHF Pharmacy (NCPDP No. 6006301)**

Trimester 1	Trimester 2	Trimester 3
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<b>2018</b>	\$0	\$0	\$955
<b>2019</b>	\$1,874	\$1,836	N/A

2018: Exhibit J-579, Caremark008706-15

2019: Exhibit J-580, Caremark008680-92; Exhibit J-581, Caremark008693-705

## ***52. AIDS Healthcare Foundation (NCPDP No. 4029953)***

There are no trimester reports for this pharmacy.

### **ADDITIONAL FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The Arbitrator makes the following determinations as to additional facts, conclusions of law and mixed questions of law and fact.

1. It is the NEF that constitutes the agreement to join a particular network. The NEF's attempt to disclose the rates and the network rebates (hereinafter "rebates" or "DIR") to be charged, if any. The sign-on to a network does not operate through the Provider Manual changes agreed to by submitting further prescription transactions for reimbursement. The DIR was recouped by CVS from future reimbursement payments to AHF.
2. Some of the networks in which AHF participates do not have rebates, some have fixed rebates, and some have a range of rebates. Rebates have been in place for some networks since 2006. NEF's are presented in the Spring before the next plan year. AHF was free to accept or reject participating in each particular network although the consequences of not signing on to a particular NEF could have a severe impact on AHF's business.
3. The movement from fixed rebates to variable range rebates was a result of some pharmacies efforts to differentiate themselves based on superior performance. The rebate ranges resulted in high scoring pharmacies paying a rebate smaller than would have been the case if there was just a fixed rebate. The converse was also true and pharmacies that

received lower scores paid a rebate larger than would have been the case if there was just a fixed rebate. The variable rates were introduced for the 2016 plan year. Paragraph 30 of Stipulated Facts.

4. However, CVS had considerable bargaining leverage as one of the largest PBM's. A pharmacy would lose out on large amounts of business if it did not sign up to CVS' networks. Those networks were exclusive and there was no alternative if AHF wanted to serve the members of the plans in CVS' networks. The parties did not engage on a level playing field. CVS and its health plan partners set the terms. The growth in the range of the variable DIR's demonstrates the unequal bargaining power. CVS and its plan partners had no competitive check on how much they increased the variable DIR rates. There was no valid business reason presented for the escalating growth in the percentages recouped, and this growth shows unchecked economic power.
5. Thus, the Arbitrator finds the contracts were adhesive. While the contracts were adhesive, this does not make them unenforceable or result in damages. *Longnecker v. American Exp. Co.*, 23 F. Supp. 3d 1099, 1109 (D. Ariz. 2014).
6. For the years 2006 through 2015 the DIRs were fixed rates and thus knowable at the outset and at the Point of Sale. The Arbitrator finds these contract terms were not unconscionable. Thus, the fixed rate DIRs are enforceable as agreed.
7. For the years from 2016 on the DIRs were variable using the "imputed average pharmacy" when no data was available. For these years the DIRs were unknowable when the NEF was entered into and at the Point of Sale. Thus, there was no expectation as to what the variable DIR would entail other than that it would be calculated fairly and applied in a nondiscriminatory manner. The variable DIR calculations were in the



discretion of CVS. Inherent in the contracts were the unstated expectations that CVS would not exercise this discretion to AHF's disadvantage and to AHF's detriment.

8. The calculations to determine the variable DIRs were not actuarially based. RT Vol. III, 539:11-539:24 (Justice Testimony)<sup>9</sup>. Nor were they based on sound statistical methodologies. Small variances had disproportionate impact for extremely small samples (e.g., three patients where the physician of one did not prescribe a statin, etc.). *E.g.*, RT Vol. II; 175:13-176:9 (Patchett Testimony). Use of these statistically insignificant sample sizes again worked to AHF's disadvantages. Moreover, for some there was no correction possible. Of course, pharmacies have no control over what physicians prescribe. RT Vol II: 176:10-178:1 (Patchett Testimony); RT Vol II: 330:25-331:12 (Redner Testimony). Some of the calculations were arbitrary, such as applying some average of other pharmacies when there was no data available for the AHF pharmacy. RT Vol. II: 181:21-183:5 (Patchett Testimony); RT Vol. III: 429:16-432:4; 453:3-18 (Redner Testimony). This practice is particularly arbitrary as perfect performance (as there was no data showing less than perfect performance) was "punished" with a recoupment across the entirety of the prescriptions filled. A neutral and fair practice would have treated lack of data situations as perfect performance. Instead, CVS applied the average score over all pharmacies participating in the network nationwide. *Id.* The calculations were unfair to AHF and served to benefit CVS disproportionately as it collected revenue for administering the variable program based on unsound and arbitrary methods and benefited CVS in its competition to gain health plan business.

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<sup>9</sup> "RT" citations refer to the Reporter's Transcript prepared herein and is followed by page and line number and witness information.

9. The upshot of the unsound methodology for the calculation of the variable DIR's was that AHF was unfairly treated to its financial disadvantage and CVS gained unfair economic advantage both in revenue to CVS and passthrough payments to plan sponsors which enhanced CVS' competitive posture.
10. The provisions of, and application of variable DIR's was contrary to the covenant of good faith and fair dealing inherent in the NEF's.
11. Substantively unconscionable contract terms are unenforceable. As stated in *Clark v.*

*Renaissance West, LLC* (2013) 232 Ariz. 510, 512; *see also* A.R.S. Section 47-2302:

If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable . . . it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.

The variable DIRs as implemented were substantively unconscionable as a matter of law.

Having found the variable DIR provisions to be substantively unconscionable, the Arbitrator chooses to limit the application of the variable DIR provisions and award damages to AHF.

12. For the years when variable DIRs were applied, the damages suffered by AHF per

Claimant's Exhibit 71 were as follows:

- a. 2016: \$2,164,775;
- b. 2017: \$2,503,514;
- c. 2018: \$4,090,475;
- d. 2019: \$4,704,095;
- e. 2020: \$8,696,289.44.
- f. Total: \$22,159,148.44.

13. CVS is enjoined from using and collecting variable DIRs for 2020 and in the future that use the same methodologies as those presented in the claims in this Arbitration.
14. The contract at issue provides that “the expenses of arbitration, including reasonable attorney’s fee will be paid” by “the party against whom the final award of the arbitrator(s) is rendered.” Joint Exhibit J-13 at p. 51.
15. Claimant seeks a total of \$727,239.03 in fees and expenses. Respondent opposes in part the fee and expense request. Specifically, Respondent seeks to subtract \$297,300 in unreasonable entries containing block billing, duplicate billing entries and vague entries as to research; \$73,500 in fees expended in motions that were unsuccessful and unsuccessful opposition to Respondent’s motion to dismiss; \$68,000 regarding Claimant’s unsuccessful motion for preliminary injunction; \$9,050 for Claimant’s unsuccessful motion for preliminary injunction; and \$13,539.59 for fees incurred by Claimant’s in-house counsel.
16. Taking the last item first, fees incurred by in-house counsel are not recoverable.  
  
Claimant was represented by outside lawyers who prosecuted the case. No authority has been provided that in-house attorney fees are recoverable where outside counsel handled the case. *Lacer v. Navajo County*, (Ct.App.1984) 141 Ariz. 392 cited by Claimant is not on point. There the in-house lawyers for the County handled the entire case. The Arbitrator finds the distinction determinative.
17. While the block billing entries are flawed, there is a point where every phone call and letter need not be billed separately to be recoverable. Also, while entries labeled “research” without more are flawed, there was research in the matter that was necessary. In addition, the duplicate entries reflect an inefficient staffing of the case where two very

experienced attorneys, but no junior attorneys, did all the work. Taking these realities into consideration, the \$297,000 deduction for such entries is reduced to \$197,000.

18. Under Arizona law time spent on unsuccessful issues or claims may not be compensated.

*Schweiger v. China Doll Restaurant, Inc.*, (Ct.App. 1983)138 Ariz. 183,188-89. Thus, \$73,550 for unsuccessful claims and failed response to Respondent's motion to dismiss; the \$68,000 for the unsuccessful motion for preliminary injunction and the \$9,050 for the unsuccessful motion for summary judgment must be deducted. In sum, the total deductions are \$361,439.59 for an award of \$365,799.44.

19. To the extent not specifically addressed herein, all other questions of fact, conclusions of law and mixed questions of law and fact are determined to be consistent with the findings and Award set forth herein.

#### SUMMARY

1. Respondent breached the contract with its application of the PNP resulting in Aids Healthcare Foundation (hereinafter "AHF") being paid less than the contract required in the variable rate DIR years. Respondent did breach the contract for the fixed rate years.
2. Respondent breached the contract by violating the covenant of good faith and fair dealing by implementing the PNP in the variable rate DIR years.
3. It was not necessary to determine if the imposition of the PNP was procedurally unconscionable.
4. The terms of the PNP were substantively unconscionable for the variable rate DIR years.

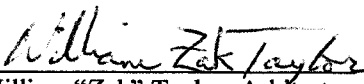
5. While the contracts were contracts of adhesion, the Award is based on the substantive unconscionability of the variable rate DIR provisions and their operation.
6. The variable rate DIR's as set forth and applied in the years at issue are enjoined going forward. Nothing prevents CVS from moving forward with a fair and nondiscriminatory variable DIR methodology based on sound principles.
7. AHF has sustained \$22,696,289.44 in damages and is entitled to recover that amount.
8. AHF is entitled to recover \$365,799.44 in arbitration expenses, including reasonable attorney's fees.
9. The administrative fees of the American Arbitration Association totaling \$31,071.69 shall be borne by Respondent and the compensation and expenses of the arbitrator totaling \$40,455.00 shall be borne by Respondent. Therefore, Respondent has to pay Claimant, an amount of \$51,061.69.

#### CONCLUSION

Based on the foregoing, the Arbitrator holds that the variable DIR provisions are substantively unconscionable and unenforceable. AHF is entitled to damages in the amount of \$22,696,289.44 and arbitration expenses of \$365,799.44.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Dated: November 12, 2021

  
William "Zak" Taylor, Arbitrator